



Towing Service Provider

Request for Proposal

RFP# 22-23-08

**Reserved Space Towing Service in Uptown
Greenville**

Pre-Submittal Meeting Date:

Monday, October 10, 2022 @ 9:00 AM

Proposal Due Date:

Monday, October 24, 2022 @ 10:00 AM

Contact Person: Jimmie Tyrrell

Title: Lead Parking Enforcement Officer

Phone Number: (252) 329-4455

Towing Service for Vehicles Parked in Reserve Parking Spaces

Date: September 8, 2022

Subject: Towing Service for Reserve Parking Spaces in Uptown Greenville

Contact: Jimmie Tyrrell (Email Address: jtyrrell@greenvillenc.gov)

The City of Greenville ("City"), located in the State of North Carolina, is now accepting proposals for towing services for the towing of vehicles parked in reserve parking spaces within the Uptown Greenville business district. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

A **Non-Mandatory**, Pre-proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on Monday, October 10, 2022 at 9:00 AM, in the Greenville Police Department located at 500 S. Greene Street, Greenville North Carolina 27834, 1st floor. Please bring a copy of the RFP with you at that time.

Sealed proposals endorsed in reference to towing of all vehicles parked in reserve parking space(s) for all City of Greenville entities to include, Greenville Police Department to be furnished to the City of Greenville (the "City") will be received by the Administrative Division of the Greenville Police Department located at 500 S. Greene Street Greenville, N.C. 27834 until Monday, October 24, 2022, at 10:00 AM. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the documents interested firms will be required to submit one (1) original Proposal, signed in ink, by a company official authorized to make a legal and binding offer. The RFP must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Jimmie Tyrrell

[Name of Company Submitting Proposal]

Towing for Reserve Parking Space(s) Towing

RFP# 22-23-08

Written questions concerning this RFP may be submitted to Jimmie Tyrrell by email only at jtyrrell@greenvillenc.gov. Please insert **RFP# 22-23-08** in the subject line.

SECTION ONE: GENERAL INSTRUCTIONS

1. READ, REVIEW AND COMPLY: It shall be the Contractor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Contractors or elsewhere in this RFP document. Attachment A, General Terms and Conditions, shall be incorporated in the final contract award. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Contractor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Contractor, to accept any item in the proposal.

4. WITHDRAWAL OF PROPOSAL: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. CONFLICT OF INTEREST: Each proposer shall affirm that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.

6. EQUAL EMPLOYMENT OPPORTUNITY: The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

7. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for

the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and Contractors whenever possible. Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

8. LOCAL PREFERENCE: The City has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

9. REHABILITATION ACT AND ADA: Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

10. TAXES: Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

11. CITY RIGHTS AND OPTIONS: The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offers or to allow corrections of errors or omissions.
- To require one or more Contractors to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Contractor based on the information provided in response to this RFP.

12. PUBLIC RECORDS: Any material submitted in response to this RFP will become a "public record." Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

13. ACCURACY OF RFP AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those

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provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

14. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

15. PROPOSAL BINDING: This proposal is binding for a period of (3) Three Years or 1095 days.

SECTION TWO: PROPOSAL

1. Introduction

The City of Greenville (the "City") is requesting Reserved Space Towing Service for vehicles parked illegally in Reserve Parking spaces. These services will be for all entities within the jurisdiction of the City.

2. Background

In issuing this RFP, the City is seeking to identify the best Contractor for the Removal and Storage of any and all Vehicle(s) parked in reserve spaces within the Uptown Greenville Business District. This service is to provide a professional and cost effective solution for both the City and Vehicle Owners for the towing of Motor Vehicles. At the City's discretion, any number of Contractors may be awarded the contract.

Contractors shall perform removal, storing and release of vehicles parked in Reserve Parking Space(s), or Motor Vehicles in violation of City ordinances or state law when so directed by the Lessee or the Greenville Police Department. The Contractor shall be able to fulfill the calls for service as described in Title 10, Section 2 of the Greenville City Code of Ordinances.

3. Description of Services (Scope of Work)

The Contractor shall provide tow services for vehicles parked in Reserve Parking spaces only for the City including but not limited to the Lease Holder or the Greenville Police Department on an as needed basis within the jurisdictional limits of the City of Greenville. The Contractor shall follow all federal, state and local laws, ordinances and regulations, including but not limited to, North Carolina General Statutes, specifically, Chapter 20 – Motor Vehicles, Chapter 160A – Cities and Towns, and City of Greenville Code of Ordinance as it pertains to the release and or disposal of any and all illegally parked vehicles. The storage area shall be authorized and approved by the City of Greenville. The tow service shall be available 24-hours a day, 7 days a week. When requested by the Lease holder or the City to tow and/or store a vehicle, the operator shall respond within a 30 minutes time frame or a reasonable amount of time.

4. Payment:

The City shall not be obligated to make payment to the Contractor for any services performed under this contract. The Contractor will tow, impound and store such vehicles at the expense of the owner(s) of said towed vehicles. All fees and costs for towing, impounding and storage shall be at the expense of the vehicle owner(s). If the owner(s) fails to pay such fees and costs of the disposal of illegally parked vehicles, the Contractor shall be responsible for the preparation, maintenance, filing and storage of all disposition actions taken or initiated, at no cost to the City. The Contractor must maintain a record of such dispositions and provide, upon request, a copy to the Greenville Police Department, without delay and without cost.

5. Contract Term

The initial contract term shall be a three (3) year contract utilized on an “as needed” basis with the option to renew for an additional period of two (2) years upon mutual consent of both parties. The City may terminate this contract for nonperformance, or for unacceptable performance, or for any other reason as determined by the Chief of Police, or their Designee upon thirty (30) days written notice. The Contractor may terminate this contract for any reason upon sixty (60) days written notice to the Chief of Police, or their Designee. Such notice to the Chief of Police, or their Designee may be by hand delivery or certified mail return receipt requested. Upon receipt of such written notice, all services and obligations under this contract shall cease.

6. Compliance with all Regulations:

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards, licensing requirements and program guidelines that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority that might be applicable to the work executed under the contract. The Contractor shall respond within a reasonable time, not to exceed one (1) hour after notification by either the lease holder or the Greenville Police Department to tow and impound a vehicle parked in a reserve parking space. Failure to respond within the time permitted may result in termination of the contract. Vehicles

towed under this contract may be stored within the city limits of the City of Greenville within the approved storage area. However, the storage area must be maintained so as to not become a nuisance area. Vehicles being stored for longer than ten (30) days may be relocated to an approved storage facility (owned and operated by the same Contractor) outside the City Limits. Additionally, Contractor shall maintain possession of the vehicle at all times, and it shall not be transferred to a third-party, other than the registered owner, prior to completing the process as required by North Carolina General Statutes.

7. License:

The Contractor shall have and maintain, at their own expense, all necessary and legally required licenses and permits to enable performance of the services.

8. Damage to Contractor's property:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor with the City property or in performing the service under the contract, the City shall be under no obligation to replace or in any way compensate the Contractor for said property.

9. Hold Harmless:

The Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract.

It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract.

10. Budget

The City will incur no costs from the contracted party for the towing of illegally parked vehicles. Any and all cost shall be collected from either the vehicle owner(s) or from the sale of the illegally parked vehicle(s) according to North Carolina General Statute.

11. Proposal Contents

These elements should provide the information needed to evaluate the proposal.

- A. Letter of Transmittal - Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, title, address, telephone and email address of the individual who serves as the point of contact for this solicitation. Also, firms should identify if they are a certified Historically Underutilized Business (HUB) by the NC HUB Office.
- B. Firm's background and history. Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past ten (10) years (if any). Include the total amount invoiced for each listed project, if applicable, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.
- C. Experience/Qualifications/Equipment and Certifications. This section must include the proposed staffing, deployment, type of tow equipment / practices of towing and firm of personnel to be assigned to this project. The Proposer shall provide information as to the proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, citing experience with similar projects and the responsibilities to be assigned to each person. A project specific outline which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member, along with pictures of the firm's towing vehicles should be included.
- D. Project Understanding, Approach and Schedule. Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.
- E. List of References (minimum of 3), including contact person(s), firm, telephone number and email address.

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- F. Price. Outline the prices associated with tows that will be charged to the vehicle owner (i.e. Tow only, Tow and Dolly, Roll-back, Storage, etc.)

11. Questions

Questions should be asked in writing via email addressed to the point of contact listed herein with the RFP number mentioned in the subject line of the email. All questions must be submitted by Thursday, September 29, 2022 by 12:00 noon, and answers will be provided via an addendum posted on the City's website.

12. Procurement Schedule

Event	Date and Time
Issuance of RFP	September 15, 2022
Deadline to Submit Questions	September 29, 2022 @ 12:00 Noon
Answers to Questions Provided	October 4, 2022 by 5:00 PM
Proposal Due	October 24, 2022 @ 10:00 AM
Evaluations	Within two weeks of submittal
Interviews, if applicable	Scheduled as needed

13. Submission Requirements

Describe how the proposal will be submitted. Include items such as:

- Responses shall be limited to no more than ten (10) pages, size 12 font.
- Submission by mail or email is accepted. Include appropriate address for RFP to be sent or emailed with any specific instructions regarding your response to the RFP. Please note the City has a limit on size of emails received.
 - If by Email: ityrrell@greenvillenc.gov
 - If by Mail: Lt. Donald Manley, 500 S. Greene St, Greenville, NC 27835

14. Proposal Evaluation Criteria

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

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If applicable, the Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criterion	Weight	Score	Weighted Score
Background/Experience	25%		
Project Understanding	25%		
Project Approach	30%		
Experience/Certifications	15%		
References	5%		
Total Score	100%		
Interview/Demonstration (if applicable)	N/A		
Final Score (with Interview/Demonstrations)			

Score Points	
0	Missing Response
1	Poor Response
2	Satisfactory Response
3	Good Response
4	Excellent Response

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. NON-DISCRIMINATION: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. NON-COLLUSION: Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. PAYMENT TERMS: The City does not agree to pay any invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

4. GOVERNING LAW: Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

5. SERVICES PERFORMED: All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards

6. INDEPENDENT CONTRACTOR: It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

7. VERBAL AGREEMENT: The City will not be bound by any verbal agreements.

8. INSURANCE REQUIREMENTS: Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

9. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

10. IRAN DIVESTMENT ACT: By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. ADVERTISING: The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. FORCE MAJEURE: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable

control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

13. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. CONFLICT OF INTERESTS:

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

13. TERMINATION: The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

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The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.